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Cent. Dig. §§ 1692-1697; Dec. Dig. § 433.* 5 Va.-W. Va. Enc. Dig. 524.]

3. Executors and Administrators (§ 269*)—Compromise and Settlement—Power to Make.—The administrator of a husband, who defends a suit by the administrator of the wife to recover from the estate debts, and to marshal assets for creditors, the creditors and distributees of the husband's estate being made parties, but making no defense, has the power, if acting in good faith, to bind such creditors and distributees by a compromise and settlement.

[Ed. Note.—For other cases, see Executors and Administrators, Cent. Dig. §§ 941, 1092; Dec. Dig. § 269.* 5 Va.-W. Va. Enc. Dig. 527.]

4. Appeal and Error (§ 1106*)—Disposition of Cause—Remand with Directions.—Where the question in litigation is the reasonableness of counsel fees allowed in a suit by an administrator, and the record is so incomplete that the court could not safely pass on the question, the case will be remanded, with directions to ascertain by reference what would be a reasonable amount.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 4386-4398, 4585; Dec. Dig. §§ 1106.* 9 Va.-W. Va. Enc. Dig. 553.]

Appeal from Circuit Court, Madison County.

Suit by the administrator of Ann V. Lake against D. H. Pattie, administrator d. b. n. of R. P. Lake, and others. From a decree overruling exceptions to a commissioner's report, plaintiff appeals. Affirmed in part, and remanded.

John S. Barbour, of Fairfax, and *J. G. Hiden*, of Culpepper, for appellant.

Browning & Browning and *E. H. De Jarnette, Jr.*, all of Orange, for appellees.

BELMONT *v.* McALLISTER.

March 19, 1914.

[81 S. E. 81.]

1. Appeal and Error (§ 362*)—Assignments of Error—Sufficiency.—A petition for appeal, which alleged that the record showed that the decree was erroneous and contrary to the law and the evidence, and then examined the evidence and concluded with an enumeration of grounds upon which reversal was asked, is sufficient, under Code 1904, § 3464, and court rule 2 (71 S. E. viii), requiring the petition for an appeal or writ of error to assign the errors relied on; the pur-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

pose being to enable the court and opposing counsel to see upon what points a reversal is sought.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 1960, 1961, 3282-3284; Dec. Dig. § 362.* 1 Va.-W. Va. Enc. Dig. 401.]

2. Appeal and Error (§ 1008*)—Review—Findings.—A finding of the trial court will not be disturbed on appeal, where the record did not show that it was contrary to the evidence.

[Ed. Note.—For other cases, see Appeal and Error, Cent. Dig. §§ 3955-3960, 3962-3969; Dec. Dig. § 1008.* 1 Va.-W. Va. Enc. Dig. 508, 620; 5 Va.-W. Va. Enc. Dig. 386.]

3. Attorney and Client (§ 130*)—Compensation—Right to Compensation.—An attorney is not entitled to compensation for casual advice given to his client concerning her rights with regard to her grandchildren, who were situated in a foreign state, where it appeared that the attorney merely stated what the local law was, and that he supposed the law in the foreign state was the same.

[Ed. Note.—For other cases, see Attorney and Client, Cent. Dig. §§ 292, 293, 295, 296, 306, 307, 311; Dec. Dig. § 130.* 2 Va.-W. Va. Enc. Dig. 162.]

4. Contracts (§ 9*)—Essentials.—For a contract to be valid and enforceable it must be so certain that each party may have an action upon it, and there must be a meeting of the minds on every material phase.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 10-20; Dec. Dig. § 9.* 3 Va.-W. Va. Enc. Dig. 332.]

5. Contracts (§ 28*)—Actions—Evidence—Sufficiency.—In a suit for compensation for services claimed to have been rendered under a contract whereby defendant employed plaintiff to manage a tract of land and lay it out for advantageous sale, evidence held insufficient to establish the contract relied upon.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 95-112; Dec. Dig. § 28.* 3 Va.-W. Va. Enc. Dig. 459.]

6. Attorney and Client (§ 141*)—Value of Services—Excessive Award.—In a suit by an attorney for services rendered his client in the disposition of a tract of land, an award of \$4,000 held excessive by \$3,500.

[Ed. Note.—For other cases, see Attorney and Client, Cent. Dig. § 347; Dec. Dig. § 141.* 2 Va.-W. Va. Enc. Dig. 163.]

7. Attorney and Client (§ 166*)—Action for Compensation—Expenses—Evidence.—In an action by an attorney for compensation for legal services and for services and expenses rendered in the disposition of land, evidence held insufficient to sustain a decree for the attorney for certain expenses.

[Ed. Note.—For other cases, see Attorney and Client, Cent. Dig. §§ 368-372; Dec. Dig. § 166.* 2 Va.-W. Va. Enc. Dig. 167.]

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

8. Costs (§ 231*)—Allowance of Costs—Appeal.—Where, on defendant's appeal, plaintiff's recovery was reduced from more than \$10,000 to less than \$1,000, defendant is the party substantially prevailing and is entitled to costs.

[Ed. Note.—For other cases, see Costs, Cent. Dig. §§ 847, 852, 853, 855, 872-875; Dec. Dig. § 231.* 3 Va.-W. Va. Enc. Dig. 623.]

Appeal from Circuit Court, Bath County.

Bill by Joseph T. McAllister against Mrs. Alva E. Belmont, from a decree for complainant, defendant appeals. Reversed.

Munford, Hunton, Williams & Anderson, of Richmond, for appellant.

Harmon & Walsh, of Charlottesville, and *A. W. Patterson*, of Richmond, for appellee.

STEPHEN PUTNEY SHOE CO. *v.* RICHMOND, F. & P. R. CO.

March 12, 1914.

[81 S. E. 93.]

1. Easements (§ 51*)—Deed—Construction—Evidence.—A deed, construed in view of evidence as to surrounding circumstances, held to give the grantee the right to an adjoining strip of land as an open space, not only for ingress and egress, but for any reasonable purpose, such as light, air, and view, without interference by a subsequent grantee thereof.

[Ed. Note.—For other cases, see Easements, Cent. Dig. §§ 109-112; Dec. Dig. § 51.* 4 Va.-W. Va. Enc. Dig. 855.]

2. Easements (§ 42*)—Grant or Reservation—Construction of Deed.—Ordinarily, where an easement is granted or reserved by deed, the rights of the parties must be ascertained from its words, and the extent of the easement cannot be determined from any other source; but in case of ambiguity the court looks to circumstances surrounding the parties and the land to ascertain their intent.

[Ed. Note.—For other cases, see Easements, Cent. Dig. § 97; Dec. Dig. § 42.* 4 Va.-W. Va. Enc. Dig. 855.]

3. Deeds (§ 99*)—Construction—Consideration of Executory Contract.—A grantee of a strip of land, an easement in which the grantor previously granted to a third party by a deed of adjoining land, acquired only such right, title, and interest as the grantor had therein; and failure to record the executory contract for the deed to such party does not prevent consideration of the contract in construing the deed as to the easement.

[Ed. Note.—For other cases, see Deeds, Cent. Dig. §§ 261-265; Dec. Dig. § 99.* 4 Va.-W. Va. Enc. Dig. 855.]

4. Deeds (§ 99*)—Construction—Provisions Differing from Con-

*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.